

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BALKRISHNA SETTY, *et al.*,

Plaintiffs,

v.

SHRINIVAS SUGANDHALAYA LLP, *et al.*,

Defendants.

Case No. C17-1146-MLP

ORDER

This matter is before the Court on Plaintiffs/Counter Defendants Balkrishna Setty and Shrinivas Sugandhalaya LLP's ("Plaintiffs") Motion to Reopen the Case. (Dkt. # 127.) Defendant/Counter Claimant Shrinivas Sugandhalaya ("Defendant") filed an opposition (dkt. # 130), Defendant/Counter Claimant R Expo (USA) Ltd., Inc. ("R Expo") filed an opposition (dkt. # 129), and Plaintiffs filed a reply (dkt. # 132).

On January 25, 2023, all parties to this action—Plaintiffs, Defendant, R Expo, and Defendant/Counter Defendant Designs by Deekay, Inc. (collectively, the "Parties")—filed a notice stating they had "reached a global settlement in principle that resolves all claims pending in this action as well as certain disputes pending in arbitration and/or in the courts of India." (Dkt. # 121 at 1.) The parties sought a sixty-day stay "to allow the Parties to finalize the formal

1 settlement agreement as well as for certain parties to take actions necessary for the resolution of
2 the claims pending before the Court.” (*Id.*) The Parties “anticipate[d] . . . jointly fil[ing] a
3 Stipulation of Dismissal With Prejudice” within the sixty days. (*Id.*) The Court granted the
4 requested stay and an extension. (Dkt. ## 122, 124.)

5 In a further extension request on May 30, 2023, the Parties represented that “the
6 memorandum of understanding that governs the global settlement preconditions . . . dismissal” of
7 the instant action on, *inter alia*, a change of ownership or registration of “more than 350
8 trademarks and brands.” (Dkt. # 125 at 2-3 (emphasis omitted).) The Parties represented that the
9 memorandum of understanding “provides that the [P]arties ‘shall endeavor’ to complete the
10 assignments on or before 1 September 2023.” (*Id.* at 3.) Accordingly, the Court administratively
11 closed the case because “no active dispute currently exist[ed] for the Court to adjudicate” and
12 ordered the Parties “to file a stipulation of dismissal or move to reopen the case” by September 5,
13 2023. (Dkt. # 126.)

14 On September 5, 2023, Plaintiffs filed a motion to reopen the case. (Dkt. # 127.)
15 Plaintiffs contend the Parties “have still not successfully transferred ownership of the relevant
16 intellectual property” and thus “the precondition to formally resolving this matter remains
17 unsatisfied.” (*Id.* at 2.)

18 Defendant asserts it and Plaintiffs entered a “binding” settlement agreement in December
19 2022. (Dkt. # 130 at 2.) Defendant states in its opposition brief that “[b]ecause some of the terms
20 may be confidential, counsel is not putting a copy of [the settlement agreement] into the record,
21 but the undersigned has seen the signed agreement.” (*Id.* at 2 n.1.) R Expo requests the Court
22 dismiss it from this action with prejudice “per the Parties’ underlying global settlement
23 agreement” because “the obligations still being undertaken in India do not pertain to R Expo.”

1 (Dkt. # 129 at 2.) R Expo maintains the Court has the authority to dismiss it from this action,
2 pointing to two cases where the Court analyzed the evidence presented and determined that an
3 enforceable settlement agreement existed. (*Id.* at 3 (citing *Amana Global Co. v. King County*,
4 2023 WL 4998838 (W.D. Wash. Aug. 4, 2023); *Tierney v. Carrington*, C20-1245-RSM-MLP,
5 dkt. # 125 (W.D. Wash. May 2, 2022)).)

6 Here, in contrast, neither Defendant nor R Expo has presented any evidence of an
7 enforceable settlement agreement. It appears that the Parties dispute whether an enforceable
8 settlement agreement exists. Because there is now a dispute to be adjudicated, the Court finds it
9 appropriate to reopen the case. Accordingly, Plaintiffs' motion to reopen the case (dkt. # 127) is
10 GRANTED. The Parties are ORDERED to provide an updated joint status report proposing
11 revised case deadlines by **January 12, 2024**.

12 Dated this 28th day of November, 2023.

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14 MICHELLE L. PETERSON
15 United States Magistrate Judge
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